



## SECTION A Solicitation/Contract Form

Block 5a	Issued By:
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Block 10: Please furnish quotations to the issuing office in Block 5a no later than 12:00PM EST on 9 February 2004.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LEAN MANUFACTURING METHODOLOGY TRAINING FFP PURCHASE REQUEST NUMBER N6592304PR0015				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Customer Site Assessment FFP	1.00	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	LEAN MANUFACTURING METHODOLOGY TRAINING - Lean Manufacturing Methodology Training/Implementation (Session 1) in accordance with Section C, Statement of Work (SOW), paragraph 2.0. Class Size: 12-20 Team Members. Training Dates: TBD PURCHASE REQUEST NUMBER N6592304PR0015	1.00	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1.00	Lot		
	LEAN MANUFACTURING METHODOLOGY TRAINING				
	FFP - Lean Manufacturing Methodology Training/Implementation (Session 2)				
	in accordance with Section C, Statement of Work (SOW), paragraph 2.0. Class				
	Size: 12-20 Team Members. Training Dates: TBD				
	PURCHASE REQUEST NUMBER N6592304PR0015				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1.00	Lot		
	LEAN MANUFACTURING METHODOLOGY TRAINING (Option)				
	FFP - Lean Manufacturing Methodology Training/Implementation (Session 3)				
	in accordance with Section C, Statement of Work (SOW), paragraph 2.0. Class				
	Size: 12-20 Team Members. Training Dates: TBD				
	PURCHASE REQUEST NUMBER N6592304PR0015				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	LEAN MANUFACTURING METHODOLOGY TRAINING (Option) FFP - Lean Manufacturing Methodology Training/Implementation (Session 4) in accordance with Section C, Statement of Work (SOW), paragraph 2.0. Class Size: 12-20 Team Members. Training Dates: TBD PURCHASE REQUEST NUMBER N6592304PR0015	1.00	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	LEAN MANUFACTURING METHODOLOGY TRAINING (Option) FFP - Lean Manufacturing Methodology Training (Session 5) in accordance with Section C, Statement of Work (SOW), paragraph 2.0. Class Size: 12-20 Team Members. Training Dates: TBD PURCHASE REQUEST NUMBER N6592304PR0015	1.00	Lot		

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NET AMT

## SECTION C Descriptions and Specifications

### LEAN Manufacturing Methodology Training /Implementation

**1.0 BACKGROUND.** The Naval Air Depot (NADEP) is an Aviation Maintenance Repair and Overhaul (MRO) facility, owned and operated by the Department of Defense (DoD), and staffed with civilian employees, contractor employees and military members of the DoD.

The NADEP inspects for disposition, repairs, manufactures, procures, modifies and/or overhauls designated airframes, engines, components and test equipment (avionics, engines, structural, hydraulic, pneudralic mechanical, etc), and manufactures parts for these items as well as the military supply system. The NADEP supports aviation maintenance detachments at several bases in the United States, provides in-service repair field teams worldwide, and provides engineering and logistics support services to Navy and Marine Corps aviation units.

The facility is located at Cherry Point, North Carolina.

The Industrial Business Process Division (Code 6.1.4) provides oversight and leadership for implementing the most current business and industry initiatives throughout the Depot focused on achieving the fastest rate of improvement in cycle time reduction, throughput, customer satisfaction, cost, quality, and process speed in order to meet the needs of Naval Air Systems Command and the 21<sup>st</sup> Century War fighter. The Industrial Business Process Division is assigned the task of implementing LEAN manufacturing principles. These principles include, but are not limited to, Workplace Organization, Visual Controls, Batch Size Reduction, Point of Use Storage, Quality at the Source, Workforce Practices and Pull Systems. The outcome of this effort is to transfer the knowledge and skills necessary to integrate LEAN into the currently ongoing Theory of Constraints (TOC) efforts and implementation.

**2.0 REQUIREMENTS.** This Statement of Work identifies the training requirement for LEAN Manufacturing methodology to be taught on site at the Naval Air Depot (NAVAIRDEPOT) Cherry Point, North Carolina to impart the knowledge and skills necessary for resident personnel to continue the operational improvement process throughout the depot. Emphasis will be placed on integration of "LEAN" processes into on-going TOC initiatives within the depot. During each training session the contractor will lead students through an actual LEAN event. For purposes of this document a LEAN event is defined as a way to accelerate the continuous improvement and waste reduction activities by using a focused group of people on a team with a mission - to improve on cost, time and space for a particular product or process. Furthermore, a government rough order of magnitude for completion of a LEAN event is one week for formal classroom training plus one week of "hands-on" training in shop implementation techniques.

**2.1 GOVERNMENT.** The Government will provide access to meeting rooms, telephones, copiers, and fax machines (including paper). The Government will provide students.

**2.2 CONTRACTOR.** The Contractor is responsible for performing the tasks set forth in paragraph 2.3 and meeting the performance criteria of this SOW. The contractor shall provide its own computer equipment and all other necessary office supplies with the exception of the above items identified in paragraph 2.1.

### **2.3 TECHNICAL REQUIREMENT.**

2.3.1 The contractor shall perform a Customer Site assessment and meet with lead LEAN personnel at Cherry Point within 10 days after award of contract to review the Business Units in the facility, obtain information on the manufacturing processes in place at Cherry Point and identify Business Units to be utilized during "hand-on" shop implementation portion of the training session and agree upon scheduled training start dates. Typical examples of Business Units that may be used are as follows: Fuel Control Shop, Tool Room, H-53 Rotor Head, Various Production Control areas, Supporting Material Processes, Supporting Engineering Processes, ie.REI's, TEI's, etc., and Supporting Route Processes.

2.3.2 The contractor shall provide Depot personnel in-depth training in LEAN Manufacturing principles, to include at a minimum:

- a. value determination,
- b. value stream mapping analysis,
- c. waste identification,
- d. single piece flow,
- e. TAKT time,
- f. 5S,
- g. visual control systems,
- h. kanbans,
- i. LEAN material management techniques,
- j. LEAN metrics,
- k. project selection methods,
- l. Kaizen event execution techniques, and
- m. other principles and methods from the most current industry best practices for LEAN and Six Sigma.

2.3.3 Training will be a combination of classroom training in the LEAN Manufacturing principles and a “hands-on” shop implementation LEAN event led by the contractor. Contractor shall lead the students in reviewing the business unit and determining how to implement LEAN into the business unit operation to improve business/work process.

2.3.4 Upon completion of this training students will have the knowledge and skills necessary to integrate LEAN in future projects. Specific learning outcomes include, but are not limited to, the following:

- a. know how to produce value stream maps and use them to diagnose waste as well as plan future state improvements
- b. know how to analyze the root causes of problems and develop solutions to eliminate those root causes
- c. be educated in the theory and techniques used to reduce setup times on equipment and machinery
- d. know how to introduce methods to reduce waste through continuous flow
- e. know how to recognize opportunities for true flow in the workplace

## SECTION D Packaging and Marking

## SECTION E Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

## SECTION F Deliveries or Performance

## DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001					N65923 NAVAL AIR DEPOT - CHERRY POINT RODNEY ANGE / CONTRACTING OFFICER CUNNINGHAM STREET, BLDG 159 CHERRY POINT NC 28533-0021
0001AA		Lot	1.00	Dest.	Same as CLIN 0001
0001AB		Lot	1.00	Dest.	Same as CLIN 0001
0001AC		Lot	1.00	Dest.	Same as CLIN 0001
0002		Lot	1.00	Dest.	Same as CLIN 0001
0003		Lot	1.00	Dest.	Same as CLIN 0001
0004		Lot	1.00	Dest.	Same as CLIN 0001

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Stop-Work Order  
 5252.211-9507 Period of Performance

AUG 1989  
 MAR 1999



## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9501      DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (OCT 1994) (NAVAIR)**

(a) The Contracting Officer has designated [insert name, mailing address, code and telephone number] as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: [PCO should specify duties and responsibilities of the COR or reference Attachment]

(End of clause)

**5252.232-9000      SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

? a separate invoice for each activity designated to receive the supplies or services.

? a consolidated invoice covering all shipments delivered under an individual order.

? either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**5252.232-9511      NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (FEB 2000) (NAVAIR)**

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Joint Electronic Document Access (JEDA) System. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment by Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

(End of Clause)

## SECTION H Special Contract Requirements

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.243-5	Changes and Changed Conditions	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration Alternate A	NOV 2003
Alt A		
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
Alt III		

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of the basic clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within \_\_\_\_\_. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items (DEVIATION) clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)

## SECTION J List of Documents, Exhibits and Other Attachments

## Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	NADEP SECURITY	4	JAN-27-2004
Attachment 2	AIR STATION SECURITY	3	JAN-27-2004
Attachment 3	Quotation Instructions	1	JAN-29-2004

ATTACHMENT 1  
NADEP SECURITY

## CONTRACTOR SECURITY/ACCESS REQUIREMENTS

### 1.0 INTRODUCTION

a. Department of Defense (DOD) 5200.2R "Personnel Security Program," requires contractor personnel with access to restricted areas, sensitive information, and sensitive unclassified system operations to occupy positions with appropriate sensitivity designations and to be subject to an investigation commensurate with their position's sensitivity designation. Sensitive unclassified systems process the following type of data: Privacy Act, Freedom of Information Act, business sensitive data, and procurement and proprietary data. The DOD 5200-2R establishes criteria by which personnel positions will be categorized and corresponding investigative requirements.

b. A position sensitivity designation is not the same, nor does it replace a security clearance. A security clearance permits access to a specific level of information. A position sensitivity designation permits access to one or more computer systems.

#### 1.1. PURPOSE

This document identifies the investigative requirements for contractor personnel supporting Naval Air Depot (NAVAIRDEPOT) Cherry Point. It provides direction and guidelines needed to ensure NAVAIRDEPOT Cherry Point contractors are in compliance with position sensitivity designations and investigative requirements.

#### 1.2. SCOPE

This document applies to all Government contractors occupying Government office spaces that have access to restricted areas, sensitive information or equipment [Automated Information System (AIS)] in support of NAVAIRDEPOT Cherry Point. Such personnel shall possess appropriate clearances and authorization for access to system components, output, or documentation, and will be limited to those individuals who have been determined trustworthy as a result of the favorable completion of a National Agency Check (NAC).

### 2.0 PROCESS

The contractor Project Manager (PM) will identify and document those contract positions that: (1) will have access to sensitive unclassified data, or (2) are involved in the operation, maintenance, or testing of an application or network. For those personnel whose official duties fit one of these criteria, the position must be formally designated as Non-Critical Sensitive (NCS) or Non-Sensitive (NS).

a. Non-Critical Sensitive (NCS): Any position which involves access to secret or confidential national security information and Category II AIS positions.

b. All other contractor positions are to be designated as NS, including Category III AIS positions.

#### 2.1. PROCEDURE

Contractors must obtain a favorably adjudicated DOD National Agency Check (NAC) or successor investigation for each employee that is hired for a period anticipated to be six months or longer.

Contractor Facility Security Officer (FSO) and/or company representatives will coordinate with the Information Security Division (Code 7.4.1) and the Force Protection Division (Code 8.4.1) in the submittal of a Trustworthy Security Questionnaire for Position of Trust (SF-85P), along with a Fingerprint Card (FD-258). This security investigation will be submitted within five working days of employment at NAVAIRDEPT Cherry Point. These requirements are in accordance with SECNAVINST 5510.30A and other DOD directives.

#### 2.2. NATIONAL AGENCY CHECK (NAC) CRITERIA



The following criteria form the basis for a NAC trustworthiness determination. Contractors should consider these criteria as part of their hiring/selection process to maximize the chances for return of a favorable NAC.

a. **Allegiance to the United States.** An individual must be of unquestioned allegiance to the United States. The willingness to safeguard sensitive information or classified information is in doubt if there is any reason to suspect an individual's allegiance to the United States.

b. **Foreign Influence.** A security risk may exist when an individual's immediate family, including cohabitants, and other persons to whom he/she may be bound by affection, influence, or obligation are not citizens of the United States or may be subject to duress. These situations could create the potential for foreign influence that could result in the compromise of sensitive information or classified information. Contacts with citizens of other countries or financial interest in other countries are also relevant to security determinations if they make an individual potentially vulnerable to coercion, exploitation, or pressure.

c. **Foreign Preference.** When an individual acts in such a way as to indicate a preference for a foreign country over the United States, then he or she may be prone to provide information or make decisions that are harmful to the interests of the United States.

d. **Sexual Behavior.** Sexual behavior is a security concern if it involves a criminal offense, indicates a personality or emotional disorder, may subject the individual to coercion, exploitation, or duress, or reflects lack of judgment or discretion. Sexual orientation or preference may not be used as a basis for or as a disqualifying factor in determining a person's eligibility for a security clearance.

e. **Personal Conduct.** Conduct involving questionable judgment, untrustworthiness, unreliability, lack of candor, dishonesty, or unwillingness to comply with rules and regulations could indicate that the person may not properly safeguard sensitive information or classified information. The following will normally result in an unfavorable clearance action or administrative termination of further processing for trustworthy/clearance eligibility:

(1) Refusal to undergo or cooperate with required security processing, including medical and psychological testing; or

(2) Refusal to complete required security forms, releases, or provides full, frank and truthful answers to lawful questions of investigators, security officials, or other official representatives in connection with personnel security trustworthiness determination.

f. **Financial Considerations.** An individual who is financially overextended is at risk of having to engage in illegal acts to generate funds. Unexplained affluence is often linked to proceeds from financially profitable criminal acts.

g. **Alcohol Consumption.** Excessive alcohol consumption often leads to the exercise of questionable judgment, unreliability, failure to control impulses, and increases the risk of unauthorized disclosure of sensitive or classified information due to carelessness.

h. **Drug Involvement.** Improper or illegal involvement with drugs raises questions regarding an individual's willingness or ability to protect sensitive or classified information. Drug abuse or dependence may impair social or occupational functioning, increasing the risk of an unauthorized disclosure of sensitive or classified information.

Drug abuse is the illegal use of a drug or use of a legal drug in a manner that deviates from approved medical direction. Drugs, materials, and other chemical compounds identified and listed in the Controlled Substances Act of 1970, as amended (e.g. marijuana or cannabis, depressants, narcotics, stimulants, and hallucinogens) and inhalants and other similar substances are prohibited.

i. Emotional, Mental, and Personality Disorders. Emotional, mental, and personality disorders can cause a significant deficit in an individual's psychological, social, and occupational functioning. These disorders are of a security concern because they may indicate a defect in judgment, reliability, or stability. A credentialed mental health professional (e.g. clinical psychologist or psychiatrist), employed by, acceptable to, or approved by the Government, should be utilized in evaluating potentially disqualifying and mitigating information fully and properly, and particularly for consultation with the individual's mental health care provider.

j. Criminal Conduct. A history or pattern of criminal activity creates doubt about a person's judgment, reliability, and trustworthiness.

k. Security Violations. Noncompliance with security regulations raises doubt about an individual's trustworthiness, willingness, and ability to safeguard sensitive information or classified information.

l. Outside Activities. Involvement in certain types of outside employment or activities is of a security concern if it poses a conflict with an individual's security responsibilities and could create an increased risk.

m. Misuse of Information Technology Systems. Noncompliance with rules, procedures, guidelines, or regulations pertaining to information technology systems may arise security concerns about an individual's trustworthiness, willingness, and ability to properly protect classified systems, networks, and information. Information Technology Systems include all systems that process information, including desktops, laptops, servers, etc.

### 2.3. INTERIM ACCESS REQUIREMENT

Once a NAC has been initiated for a contract employee, the contractor shall submit a letter to the Information Security Manager (Code 7.4.1) requesting interim systems access pending return of a favorable NAC. Interim access will be granted based on contractor provision of a favorable local criminal background check (local area of residence for employee).

### 2.4. EXISTING SECURITY CLEARANCES

DOD contractors who have an active security clearance, or whose termination date from a prior position that required a security clearance has occurred within the past two years, may bypass the background investigation requirement. A DISCO Form 560, Letter of Consent, must be submitted to the Information Security Manager (Code 7.4.1) in lieu of the background investigation.

### 3.0 NON-U.S. CITIZENS

Non-U.S. citizens will not be hired without prior approval from CNO (N09N2), per SECNAVINST 5510.30A, Chapter 9-16.

### 4.0 CHECKING IN AND CHECKING OUT

All contractors occupying Government space will be required to check-in/check-out of NAVAIRDEPOT Cherry Point prior to beginning work and upon termination of employment. Procedures identified in Check-In/Check-Out forms for contractors shall be followed.

### 5.0 IDENTIFICATION CARDS

Contract employees that work aboard the Marine Corps Air Station will be issued a MCAS Identification Card for 24 months or to the end of their contract aboard the Marine Corps Air Station. Pass and Identification Office at the Main Gate will issue contract employees ID cards upon compliance with AirStaO 5500.14. The point of contact at the Pass and Identification Office, Main Gate, is Mr. Joel Stafford, telephone number (252) 466-4687.

Before a contractor is issued a NAVAIRDEPOT Cherry Point badge, the individual will have to be issued a MCAS Contractor Identification Card.

#### 6.0 PROHIBITED ITEMS

The following items are **PROHIBITED** and will not be allowed without prior approval from the Security Manager/Security Officer: (1) cameras, (2) cellular telephones, (3) tape recorders, (4) hazardous material, (5) intoxicating beverages/narcotics/drugs, and (6) weapons of **any type**. An exception to this rule is drugs, which are prescribed by a licensed doctor for medical purposes.

Cellular telephones can be utilized from the individual's vehicle in the parking lot outside the fence line (controlled area).

ATTACHMENT 2

AIR STATION SECURITY

AirStaO 5500.14  
INSAIR STATION ORDER 5500.14

From: Commanding General, Marine Corps Air Station, Cherry Point  
To: Distribution List

Subj: DOCUMENTATION REQUIRED TO REQUEST ACCESS TO MARINE CORPS AIR  
STATION (MCAS), CHERRY POINT BY COMMERCIAL AND CONTRACTOR  
EMPLOYEES

Ref: (a) DoD 5200.8  
(b) MCO 5510.15A

Encl: (1) Documentation Required to Grant Access to Commercial and  
Contract Employees

1. Situation. Recent world events have highlighted the need for improved security practices. For many years, commercial and contractor employees have been permitted aboard the Air Station without criminal records checks, appropriate identification documents, and proof of citizenship/immigration status. Access was granted on the basis of employment by a firm authorized to conduct business aboard MCAS Cherry Point and compliance with local motor vehicle regulations.

2. Mission. A substantial change in the procedures for granting access to commercial and contractor employees is warranted. This order delineates the documentation required to grant access to commercial and contractor employees. It serves as a foundational document for several other processes related to commercial and contractor employees including the contracting process, the contractor identification card process, and the business permit process.

3. Execution

a. Commander's Intent and Concept of Operations

(1) Commander's Intent. Reasonably necessary and lawful measures are essential to maintaining law and order and to protecting installation personnel and property, per references (a) and (b). Verifying the identity, criminal history, and immigration status of commercial and contractor employees is a necessary component of an effective security program. This practice contributes to the

AirStaO 5500.14

protection of installation personnel a property, and of the commercial and contract employees.

(2) Concept of Operations

(a) Commercial and contractor employees are individuals who are granted access to the Air Station to perform contracted services for the Government or to provide services for personnel working or residing aboard the Air Station.

(b) Enclosure (1) lists the required documentation for commercial and contractor employees to request access to the Air Station.

(c) Costs associated with producing the required documentation shall be the responsibility of the employer or employee.

(d) Access will no longer be granted solely based upon information provided by the employer. Individual employees shall present the documentation required in person.

(e) The requirement for documentation shall be incorporated into all contracts written by the Air Station. External contracting activities that write contracts for services aboard MCAS Cherry Point shall be notified of the requirements established within this order by their customers aboard the Air Station.

4. Administration and Logistics. The CG, 2d MAW, CO NADEP, CO NAVHOSP, and CO CSSD-21 concur with the contents of this order as far as it pertains to members of their command.

5. Command and Signal

(a) Signal. This order is effective the date signed.

(b) Command. This order is applicable to the Marine Corps Reserve.

ANDREW KOWALSKI  
Chief of Staff

DISTRIBUTION: A

DOCUMENTATION REQUIRED TO GRANT ACCESS  
TO COMMERCIAL AND CONTRACT EMPLOYEES

1. Commercial and contract employees will be issued access to MCAS Cherry Point on an individual basis.
2. Commercial and contract employees must possess a picture identification card from a state or federal agency.
3. Commercial and contract employees must provide full name, social security number, date of birth, and mailing address.
4. Commercial and contract employees must provide a criminal records check from the state or county level covering the previous two years. Criminal records checks may be obtained from, but is not limited to the following sources; County Courthouse, Defense Security Service ([www.dss.mil](http://www.dss.mil)), and \*Infolink Screening Services, Inc. ([www.infolinkscreening.com](http://www.infolinkscreening.com)).
5. Commercial and contract employees must provide proof of citizenship/immigration status. Acceptable documents include birth certificates, Immigration and Naturalization Service (INS) forms, and passports.
6. Commercial and contract employees must provide proof of employment.
7. Commercial and contract employees must provide a letter from employer/sponsor regarding the term of the project.

\*Infolink Screening Services is listed as another possible source for commercial and contractor employees to obtain a criminal background check. The United States government and the United States Marine Corps do not endorse nor are they affiliated with Infolink Screening Services.

ENCLOSURE (1)

ATTACHMENT 3  
QUOTATION INSTRUCTIONS



## QUOTATION INSTRUCTIONS

**Technical Capability:** The offeror shall provide a Training Plan identifying the technical approach to accomplish the tasks and outcomes identified in the Government's Statement of Work (SOW). This plan should address, as a minimum, how soon on-site training can begin after the initial on-site meeting (Contract Line Item 0001); the planned length of the formal classroom training and the hands-on training in shop implementation techniques; identification of training materials/reference materials that the students will have to refer back to for reinforcement of training objectives as they later work on implementation of LEAN processes throughout the depot; an outline of major training topics to be covered; identification of the approach to be used for the hands-on shop implementation training; how the proposed training approach and training materials to be provided to the students will ensure accomplishment of the learning objectives identified in the statement of work. The offeror shall identify if any or all of the work will be performed by Historically Black College and University/Minority Institution (HBCU/MI).

Technical Capability is limited to five (5) pages. Please note that information exceeding the identified page count will be excluded from the evaluation process.

**Past Performance:** The offeror shall identify three (3) recent contracts/orders (currently on-going or completed within the last five years) annotated briefly to describe the services provided, the customer they were provided to (agency, COR or Contracting Officer with telephone number for same). The Government will evaluate the offerors past performance in order to assess performance risk. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offerors past performance.

Past Performance is limited to three (3) pages. Please note that information exceeding the identified page count will be excluded from the evaluation process.

**Personnel:** The offeror shall provide a staffing plan that identifies the personnel who will perform the training at the depot. The offeror shall provide resumes for personnel that clearly identify their qualifications to perform the requirements and outcomes identified in the Statement of Work.

Personnel is limited to one (1) page. Resumes are not included in the page count but are separately limited to three (3) pages each. Please note that information exceeding the identified page count (including resumes) will be excluded from the evaluation process.

**Price:** Price shall consist of entering the offerors pricing data in the identified Contract Line Items in Section B.

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.219-1 Alt I Small Business Program Representations (Apr 2002) Alternate I APR 2002

## CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)  
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ☐ ) is, ( ☐ ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ☐ ) has, ( ☐ ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) (i) It ( ☐ ) is, ( ☐ ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----  
 Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act.



The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

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(Line Item Number)

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(Country of Origin) (If known)

(End of provision)

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.214-35 Submission Of Offers In U.S. Currency

APR 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Evaluation criteria for this requirement include **Technical Capability, Past Performance, Personnel and Price**, each approximately equal in importance.

**Technical Capability:** The government will assess a “solutions” and “risk” rating based on the offerors understanding of the requirements and approach to accomplish the tasks identified in the Government’s Statement of Work (SOW). (Performance by or including a Historically Black College and University/Minority Institution (HBCU/MI) that demonstrate the skills and experience to perform the identified SOW requirements will be viewed as a technical strength). This will include an assessment of whether the offeror demonstrated adequate understanding of the work and proposed proactive, effective training solutions to accomplish the statement of work requirements and learning objectives (including the approach to integrate lean training/implementation into on-going Theory of Constraints efforts at the depot); whether the offeror addressed its specific processes, technical approach to meeting requirements and required outputs in sufficient detail; the length of time from contract award until training start date; whether the specific processes and approach are effective, demonstrate detailed understanding of the work, and appear adequate to ensure quality, timely performance; whether the offeror has a methodology and plan to address the LEAN methodology process steps during the hands-on shop implementation training, such as business unit value, value stream mapping, value stream analysis, etc.

**Past Performance:** The Government will assess a “risk” rating for past performance based on proven capability and quality of performance. The Government will focus on information that is relative to the scope, magnitude, and complexity of the procurement under consideration. The Government may contact references for the offeror or obtain relevant information from sources other than those identified by the offeror and use the information in evaluating past performance. Information may be obtained from references provided in the proposal, other customers known or identified to the Government, consumer protection organizations, available Contractor Performance Assessment Reports (CPARs), financial institutions, and other sources of information that may be useful and relevant. All relevant facts and circumstances related to past performance may be considered including, but not limited to:

1. Quality of Product or Service – compliance with contract requirements, accuracy of reports, appropriateness of personnel, technical excellence.
2. Cost Control – within budget, current, accurate and complete billings, relationship of negotiated costs to actual, cost efficiencies, the reasonableness of prices, costs, and claims.
3. Timeliness of performance – met interim milestones, reliable, responsive to technical direction, completed on time, including wrap-up and contract administration, no liquidated damages assessed.
4. Business Relations – integrity, effective management, businesslike correspondence, responsive to contract requirements, reasonable/cooperative behavior, prompt notification of problems, proactive, and helpful problem solving, effective contractor recommendations/solutions.

5. Customer Satisfaction – satisfaction of end users with the contractor’s service and concern for the interests of customers; and
6. Key Personnel – how long key personnel stayed on the contract, how well they managed their portion of the contract, the quality and relevancy of the products/services generated by key personnel. It will be assumed that offerors will have had opportunity to address any unfavorable information found on official contract performance evaluations found in CPARS/PPAIS or other similar system.

**Personnel:** The government will assess a “solutions” and “risk” rating based on the qualifications and relevant work experience of personnel identified to perform the work in relation to the Statement of Work requirements. This will include both formal classroom training and “hands-on” shop implementation.

**Price:** Price will be evaluated for all contract line items. The price proposal shall be evaluated to determine fairness and reasonableness, as well as its impact on the determination of which proposal offers the best value to the government, price and other factors considered.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

#### **5252.213-9502 EVALUATION OF OFFERS FOR AWARDS (AUG 1998) (NAVAIR)**

The Government reserves the right to make an award in the aggregate for all items in the Request for Quotation. Alternatively, the Government may elect to make multiple awards. In any event, all awards will be made in the best interest of the Government, all factors considered.

(End of clause)